

# Silver Lining Videography

## CONTRACT

1. It is understood that Silver Lining Videography is the exclusive videographer retained by the client to cover each event. Any conflicts with other photographic and/or **video** coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client. Silver Lining Videography agrees that its owners, staff and employees will conduct themselves in a manner generally befitting professionals while in attendance at each event.
2. Client assumes all responsibility for obtaining any necessary permission, clearance permits, etc., which may be required for Silver Lining Videography to videotape each event, public or private. Client is solely responsible for any parking, admission fees, passes, tickets, etc. necessary for Silver Lining Videography to gain access to and videotape each event. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such requested camera positions.
3. Silver Lining Videography reserves the right to remove equipment and personnel from any event for any reason when, in the opinion of the Silver Lining Videography crew chief, there is sufficient potential to cause equipment damage or personal injury to the Silver Lining Videography crew.
4. Because our crew will be with you from before the start time of the event until its conclusion, client will provide Silver Lining Videography crewmembers food service during the guest meal service. (Same food you eat at reception)
5. Client hereby releases and authorizes Silver Lining Videography to use images, names, sounds, etc. of each event and any reproductions and/or recordings of same in connection with any contest, exhibition, display, advertising promotion, newsletter, publication inclusion in demonstration tape or other purposes. In return, Silver Lining Videography agrees to use same in good faith and good taste.
6. Client warrants that all participants in each non-public event freely give their consent to being recorded (videotaped) as part of each such production and consent to the same good-faith usages of their likeness images and/or voices are previously described in condition 5. Client assumes responsibility for such release and authorization and for notification to all participants.
7. Silver Lining Videography is hereby granted full editorial and production control by client regarding all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Silver Lining Videography as the exclusive producer of the event **video** recording.
8. Silver Lining Videography will do its best to complete all projects within eight to twelve weeks from the latter date of either the event date or date client delivers all materials necessary to complete the project. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this **contract**. Silver Lining Videography will notify client of such circumstances and try to give client a new approximate completion date.
9. All personal property provided by client to Silver Lining Videography for utilization in the post-production of their videotape is received by Silver Lining Videography at the complete and total risk of client. Silver Lining Videography will make every effort to insure the safekeeping of client's personal property while in its possession and return same to client upon delivery of the edited master copy tape.
10. Silver Lining Videography will not be responsible for the storage and safekeeping of any tapes associated with this project.
11. Silver Lining Videography retains all copyrights and reproduction rights for each production, original videotapes, edited masters and all copies of each production, whether in whole or in part. Client is granted only a license to use each production, or copies for private nonprofit uses, unless other permission is granted in writing by Silver Lining Videography.
12. In the event of a postponement or cancellation of this **contract** by client, the deposits paid are non-refundable, but will apply to a new date if available. In the event of a cancellation, if we are able to replace the date with another booking, we will refund 50% of the deposit.
13. A \$200.00 deposit will secure your event date. Remaining balance is due in full one week prior to the scheduled event. If the remaining balance is not paid and no prior arrangements have been made, client will forfeit the deposit and the contract will become null and void.
14. If the client does not pay the remainder of the balance for the finished product, Silver Lining Videography will keep all deposits and material.
15. If Silver Lining Videography fails to comply with the terms of this agreement due to any event or at beyond the control of Silver Lining Videography, including but not limited to illness, accidents, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, Silver Lining Videography's liability is limited only to refund of all monies received.
16. If any portion of this agreement should be determined to be invalid, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.
17. This agreement supersedes and replaces any previous document, correspondence, conversation, or other written and/or oral understanding.
18. This **contract** is being provided at your request and as of the date indicated on the **contract**, we have reserved time on our production schedule for your event. To confirm your reservation, it is necessary for you to sign and return one copy of this **contract** with your initial payment to Silver Lining Videography within ten days of receipt, or your reservation may be cancelled without prior notification. If additional time is needed, please call our office. We will honor any reasonable request.

**I/we have read and agree to the terms and conditions on both sides of the contract.**

**Accepted: Molly Brown & Jeff Brown - Owners**

**Accepted: Silver Lining Videography Video & Photographic Productions**

**Event:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client: (Printed)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client: (Signature)** \_\_\_\_\_ **Date:** \_\_\_\_\_